

Before

**James C. Peck, Jr.**  
**Arbitrator**

**In the Matter of Arbitration Between:**

**FRATERNAL ORDER OF POLICE,  
LODGE NO. 5**

V.

**AAA Case No. 01-17-0003-1491**  
**P/O Hashaam M. Choudri (Terminated)**

**THE CITY OF PHILADELPHIA**

**Hearing Date: February 7, 2018**  
**Decision Date: March 8, 2018**

**Appearances:**

For the Union - Marc L. Gelman, Esq., Jennings & Sigmond, P.C.

For the City of Philadelphia – Benjamin Patchen, Esq., City of Philadelphia, Law Department

**Procedural Background**

This arbitration was conducted pursuant to a collective bargaining agreement between the City of Philadelphia, Pennsylvania and Fraternal Order of Police Lodge, No. 5, which is the recognized exclusive collective bargaining representative for a unit of police officers employed by the City of Philadelphia.

The City of Philadelphia and FOP Lodge 5 are parties to a collective bargaining agreement with a term of July 1, 2017 through June 30, 2020. This agreement contains, among other things, a Grievance-Arbitration procedure culminating in final and binding arbitration under the auspices of the American Arbitration Association.

The instant matter arises from a grievance filed by the Union on May 9, 2017, on behalf of terminated Police Officer Hashaam M. Choudri, alleging that Officer Choudri was terminated without just cause.<sup>1</sup> Officer Choudri received a Notice of Dismissal<sup>2</sup> on June 2, 2017. This Notice of Dismissal alleged that Choudri had engaged in Conduct Unbecoming of an Officer, Section 1-013-10, specifically, *“knowing and intentionally associating, fraternizing or socializing with persons actively engaged in criminal conduct, or fugitives from justice, or others that compromise, discredits, prejudices or otherwise makes suspect an employee’s authority, integrity, or credibility.”*

This grievance was subsequently denied by the City. When the issues of this dispute could not be resolved under the terms of the contractual grievance-arbitration procedure, the underlying grievance was referred to the American Arbitration Association for selection of a neutral arbitrator. Subsequently, by letter dated June 29, 2017 the undersigned was appointed arbitrator in this matter.

Pursuant to a Notice of Hearing which issued on September 20, 2017, an evidentiary hearing was conducted on February 7, 2018, at the offices of the American Arbitration Association, 230 South Broad Street, 12<sup>th</sup> Floor, Philadelphia, PA 19103. Both parties were represented by counsel, and at hearing were afforded the opportunity to examine and cross-examine witnesses, and to introduce relevant exhibits. The Grievant, Police Officer Hashaam M. Choudri, was present and participated fully in the proceeding. Both parties made oral arguments on the record.

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<sup>1</sup> See Joint Exhibit 2, received into evidence.

<sup>2</sup> See Joint Exhibit 3, received into evidence.

## **Issue**

Did the City of Philadelphia violate the express terms of the collective bargaining agreement by discharging Police Officer Hashaam M. Choudri without just cause? If the City is found to have violated the terms of the collective bargaining agreement, what is the appropriate remedy?

## **Testimony of Witnesses at Hearing**

The following is a concise summary of the testimony of the various witnesses presented by the Parties at the Hearing before me. It is not intended to be a full recitation of each witness's testimony, but rather addresses generally the testimony presented by each witness, with an emphasis on facts not present in the numerous Exhibits which have been received into evidence.

**Sgt. James Lane**, a 34 year police veteran, and an Internal Affairs Investigator, was the primary investigator of the sexual assault allegations made against the Grievant. Lane testified that he quickly determined that no rape had occurred. However, this investigation quickly morphed into an investigation as to whether the Grievant had violated Police Policy Directives by associating with criminals and patronizing a prostitute.

Sgt. Lane provided detailed testimony as to the extensive efforts undertaken by the Police Department's Internal Affairs Division (IAD) in its investigation of this matter. Sgt. Lane's credible testimony was entirely supported by and consistent with the documentary evidence contained in **Joint Exhibit 2**, which has been received into evidence.

**Police Commissioner Richard Ross** testified that he made the decision to terminate the Grievant, based on the IAD report and his belief that the totality of the circumstances established that Officer Choudri didn't live up to the standards and expectations of a police officer. Ross asserts that Choudri had engaged in criminal activity of the sort that

police routinely arrest people for. Commissioner Ross testified that these standards apply to all police employees, sworn officers and civilians alike.

[REDACTED] F [REDACTED] is an undercover officer in the Police Citywide Vice Unit, and has worked as a police officer for 17 years. He testified that his duties include investigating prostitution, including pimps and prostitutes. [REDACTED] F [REDACTED] provided valuable insight into how "*The Back Page*" website is used to facilitate prostitution. In his testimony, [REDACTED] F [REDACTED] explained the expression "Top Girl"<sup>3</sup>, who is a "managerial" sort of prostitute who arranges trysts for the "Other Girl(s)" working for a pimp, and collects the money from the clients. [REDACTED] F [REDACTED] also explained that the term "companionship" is generally used as a euphemism for sex for cash in the prostitution trade.

**Former Police Officer Hashaam Choudri** testified on his own behalf about his restrictive upbringing, and his limited dating experience. Choudri was an impressive young man who was quite articulate. He explained how he had first heard of "*The Back Page*" from his friend S [REDACTED] K [REDACTED] and that he called a site listed there to request a female companion, whom he understood would come to his house, have a few drinks, and hangout. Choudri admitted that he paid S [REDACTED] A [REDACTED] \$200 during the first hour she was at his apartment, and that he later received oral sex from the other woman who accompanied A [REDACTED] A [REDACTED] "S [REDACTED]" B [REDACTED]

Choudri testified that he showed the two women his police badge to impress them, that he offered to help them with domestic problems that they were having with their children, and that he gave them his phone number. He denied showing them his gun.

## Facts

The overall facts in this case are largely undisputed, and are well-documented by the numerous Exhibits received into evidence, the testimony of witnesses, and the

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<sup>3</sup> Also known as a "bottom bitch", according to [REDACTED] F [REDACTED].

arguments made by Counsel, as noted above. Based on all of this evidence and arguments, I find the operative facts to be as follows:

Grievant Police Officer Hashaam Mansoor Choudri, who had been on the police force since June 2015, was assigned to the 22<sup>nd</sup> Police District Summer Initiative on March 7, 2016. Officer Choudri asserted that he is a lonely man having moved away from his family and friends to work for the Philadelphia Police Department. As a first-generation American, the only son of devout Muslim parents, Choudri had previously been engaged to be married, in a marriage arranged by his parents, but that engagement had ended, and an attempt to reconcile with his fiancé had been unsuccessful. Officer Choudri claimed to be lacking in the sort of social skills necessary for dating.

Looking for female companionship, Choudri responded to a classified ad in *The Back Page*, an “adult dating and escort site”. On or about October 28, 2016 Choudri arranged for a woman to come to his apartment, sometime after he had completed his 6:00 PM to 2:00 AM shift, at an agreed-upon rate of \$200. Choudri claims that he wasn’t looking for sex, but that he just wanted female companionship.

While awaiting the arrival of his “date”, Choudri began drinking Grey Goose vodka, and texting his friend, S [REDACTED] K [REDACTED] that he was, “*getting a party started*”. At about 4:35 AM, to Choudri’s surprise, two females arrived at the apartment instead of the one female that he had requested. S [REDACTED] A [REDACTED] a 26 year-old white female, and A [REDACTED] B [REDACTED] a/k/a “S [REDACTED]”, a 32 year-old Hispanic woman, arrived together.

Almost immediately upon arriving, S [REDACTED] A [REDACTED] requested the \$200 that had been agreed-upon, and P/O Choudri gave her the money. The two women and Choudri then began drinking vodka and cranberry juice, and making small talk, with S [REDACTED] A [REDACTED] drinking more heavily, and spending time fielding calls on her several cell phones.

Sometime after the arrival of the females, P/O Choudri and A [REDACTED] “S [REDACTED]” B [REDACTED] retired to the bedroom of his apartment, where she performed oral sex on him. While Choudri initially questioned B [REDACTED] as to whether she had a condom, when

B [REDACTED] claimed to have left the condom in the car, Choudri allowed her to perform the sex on him unprotected.

During this encounter, Choudri asked B [REDACTED] if she was "Ok", and she replied that she was getting paid only \$50 of the \$200 that Choudri had given S [REDACTED] A [REDACTED]. Officer Choudri remarked that the split of the fee was unfair. B [REDACTED] remarked that she needed the money, that DHS<sup>4</sup> had taken her son and that she was trying to get him back. B [REDACTED] later testified that Choudri seemed concerned about the situation and that he seemed to not want to do anything (i.e. have sex) with her.

Later, Officer Choudri, apparently picking up on the fact that B [REDACTED] was under some form of duress, assured B [REDACTED] that no one was going to hurt her, and that he was a police officer and would protect her. Choudri advised B [REDACTED] that when they left the bedroom, they were going to act in front of S [REDACTED] A [REDACTED] as though B [REDACTED] had not told him anything.

After leaving the bedroom, S [REDACTED] A [REDACTED] demanded that Choudri have sex with her, claiming, "*It's my turn. I got to make money, you have to pay me.*" Choudri rejected A [REDACTED] remarking, "*Are you drunk? I'm not going to pay you.*" S [REDACTED] A [REDACTED] continued to demand more money from Choudri, who at some point opened a dresser drawer to show A [REDACTED] his police badge and weapon. A [REDACTED] attempted to touch Choudri's gun, and he had to admonish her not to do so.

During this conversation, S [REDACTED] A [REDACTED] raised the issue of "V [REDACTED]", who was later determined to be A [REDACTED]'s pimp.<sup>5</sup> A [REDACTED] expressed her fear of "V [REDACTED]" claiming, "*Please protect me. He has my kids.*" Allegedly, "V [REDACTED]" had threatened to take A [REDACTED]'s kids to the police department and drop them off.

Officer Choudri's friend, S [REDACTED] K [REDACTED], arrived at the apartment at 6:45 a.m., and joined in the drinking. As the events of the night were concluding, S [REDACTED] K [REDACTED]

<sup>4</sup> Department of Human Services

<sup>5</sup> M [REDACTED] N [REDACTED] a/k/a "V [REDACTED]", is a 51 year old Black male.

briefly left P/O Choudri's apartment with A [REDACTED] "S [REDACTED]" B [REDACTED], allegedly to purchase valium, and he borrowed \$40 from Officer Choudri to facilitate that purchase.

Shortly thereafter, at about 7:00 a.m., the visibly intoxicated S [REDACTED] A [REDACTED] left the apartment unaccompanied by B [REDACTED]. A [REDACTED] "S [REDACTED]" B [REDACTED] was invited by Officer Choudri and S [REDACTED] K [REDACTED] to breakfast at nearby Sweet Lucy's restaurant. Choudri then drove B [REDACTED] to her home in the 200 block of W. Mentor Street in Philadelphia and dropped her off.

While Officer Choudri may have assumed that his interaction with S [REDACTED] A [REDACTED] was concluded, he could not have been more mistaken. A [REDACTED] after leaving Choudri's apartment, rendezvoused with M [REDACTED] "V [REDACTED]" N [REDACTED], sometimes described as her husband and described by A [REDACTED] "S [REDACTED]" B [REDACTED] as the pimp for both women. Together A [REDACTED] and V [REDACTED] concocted a story.

At about 12:11 PM on Saturday, October 29, 2016, M [REDACTED] "V [REDACTED]" N [REDACTED] placed a call to 911, claiming that his wife (or girlfriend) had been raped. N [REDACTED] and S [REDACTED] A [REDACTED] agreed to meet with the police officers at [REDACTED], where A [REDACTED] claimed that she had been raped by two unknown males inside apartment [REDACTED].

A [REDACTED] advised the officers she met with that she had gone to the apartment at the request of her friend, "S [REDACTED]", and that while "S [REDACTED]" was outside, one of the males, whom she identified as S [REDACTED] K [REDACTED], forced her into a bedroom, pulled down her pants, and sexually assaulted her. A [REDACTED] further claimed that the second male, later identified as Officer Choudri, entered the room, held her down by the arms, and also attempted to sexually assault her. A [REDACTED] claimed that she fled when she was told to leave, leaving behind in the apartment her cell phone and a change of clothes.

According to A [REDACTED], when she told her husband "V [REDACTED]" what had happened, V [REDACTED] drove her back to the apartment complex, and then called 911. A [REDACTED] was able to identify to the responding police officers the apartment where the alleged rape had taken place.

S [REDACTED] A [REDACTED] was transported to the Special Victims Unit (hereinafter the SVU) where she was interviewed by specially trained police officers and underwent a series of physical examinations. It was during this interview that A [REDACTED] asserted that one of the males in the apartment was a Philadelphia Police Officer, and that she had seen his uniform shirt hanging in a closet. Since this assertion pointed to the involvement of a police officer in a sexual assault, the Philadelphia Police Internal Affairs Division (hereinafter IAD) was notified and commenced their own investigation. IAD quickly determined that the apartment in question was the residence of Police Officer Hashaam Choudri, the Grievant herein.

Meanwhile at the SVU, S [REDACTED] A [REDACTED] was assisted in filling out a detailed questionnaire concerning her recent sexual history, and was examined for injuries consistent with a sexual assault. None were found. A [REDACTED] also had her various intimate areas swabbed for evidence of foreign bodily fluids, which were found to be absent. A [REDACTED] was offered, and accepted, emergency contraception and prophylactic treatment for sexually transmitted diseases. The case notes prepared by the SVU indicated that A [REDACTED] appeared, "*disheveled, self caused scratches to neck*" and that her cognition was "*slow*".

While A [REDACTED] was at the SVU, the Philadelphia Police were actively pursuing what was believed at the time to be a sexual assault perpetrated by Officer Choudri. A search warrant was obtained for Choudri's apartment, and numerous items were bagged and tagged as evidence, including the bedding on Choudri's bed, a used wet wipe found in the trash, and a bag containing women's clothing, identified as belonging to S [REDACTED] A [REDACTED]. Hair fibers were collected and bagged. The apartment was examined using a special orange spectrum light which detects the presence of seminal fluid, which was found on the discarded wet wipe.

The IAD investigation continued in an attempt to ascertain exactly what had happened at Officer Choudri's apartment during the early morning hours of October 29. The security guard at the gatehouse to Choudri's apartment complex was questioned,

and the log of license plate numbers of incoming vehicles was examined, as was a videotape of the entrance gate. Police officers canvassed the neighborhood, and spoke with Choudri's neighbors, none of whom had heard any disturbance.

A [REDACTED] "S [REDACTED]" B [REDACTED] was located, and provided a statement claiming that neither Officer Choudri nor S [REDACTED] K [REDACTED] had engaged in sexual relations with alleged rape victim S [REDACTED] A [REDACTED]. B [REDACTED] asserted that she had been contacted by her pimp, M [REDACTED] "V [REDACTED]" N [REDACTED], to go to the apartment to provide sexual services, and that she was driven by S [REDACTED] A [REDACTED], who also worked as a prostitute for N [REDACTED]. B [REDACTED] claimed that she was paid only \$50 by A [REDACTED], and that she had performed oral sex on P/O Choudri, who appeared to be somewhat reluctant, but who nonetheless accepted her favors.

In an attempt to establish a timeline, the IAD interviewed the bartender where B [REDACTED] had been drinking before being dispatched to P/O Choudri's apartment, and also obtained the videotape from Sweet Lucy's restaurant, to ascertain whether B [REDACTED] appeared uncomfortable or coerced while in the presence of Officer Choudri and S [REDACTED] K [REDACTED]. The IAD also reviewed a nine-minute video taken from A [REDACTED] B [REDACTED]'s cell phone which showed, among other things, both of the "escorts" in Choudri's bedroom talking about the fact that S [REDACTED] A [REDACTED]'s "man" had her children and was threatening to drop them off at the police station.

This video shows Officer Choudri telling the "escorts" that he was a police officer, and that S [REDACTED] A [REDACTED] should call her boyfriend to tell him it was illegal to drop off her kids at the police station. The video depicts Choudri showing the two "escorts" his gun and badge as proof that he was a police officer. Later, the video depicts both "escorts" in the walk-in closet, trying-on Officer Choudri's clothing.

During the course of the investigation, IAD interviewed Officer Choudri who admitted contacting a phone number listed in *The Back Page* and arranging for female companionship, at an agreed-upon price of \$200. Choudri related how both S [REDACTED] A [REDACTED] and A [REDACTED] "S [REDACTED]" B [REDACTED] had arrived at his apartment, how he had paid the

agreed-upon \$200 to S [REDACTED] A [REDACTED], and how the three of them had drunk vodka. He confirmed that he and B [REDACTED] had gone into the bedroom where B [REDACTED] performed oral sex on him. Choudri denied having any sexual contact with S [REDACTED] A [REDACTED], whom he claimed was drunk and argumentative.

S [REDACTED] K [REDACTED] was also interviewed by IAD, and his version of events squared with that given by Choudri. K [REDACTED] denied having sexual contact with either S [REDACTED] A [REDACTED] or A [REDACTED] “S [REDACTED]” B [REDACTED]. The cell phones of both Choudri and K [REDACTED] were forensically examined, and the call and texting history extracted.

The Police Crime Scene Unit processed Choudri’s apartment where the alleged rape occurred, and also did forensic testing on the seized bed linens and on various items of women’s clothing found in the apartment. Items of clothing worn by S [REDACTED] A [REDACTED] when she had been taken to the SVU were also forensically examined, and no evidence of seminal fluid was found.

Throughout these investigations, Assistant District Attorney James Carpenter, of the Family Violence and Sexual Assault Unit was informed of the progress of the investigation, and provided with regular updates. On December 1, 2016, a completed investigative package was sent to ADA Carpenter for possible criminal charges. About two weeks later, on December 16, 2016, ADA Carpenter notified the assigned IAD investigator that the District Attorney’s Office would not be pursuing criminal charges against Officer Choudri. As a result, Officer Choudri was neither arrested nor prosecuted.

While the District Attorney’s letter may have eliminated the prospect of criminal charges against Officer Choudri, the Police Department continued to consider this whole affair in the context of possible violations of departmental procedures.

In a memo dated January 1, 2017<sup>6</sup>, IAD Inspector Joseph Fredrickdorf spelled out the facts of the case and his conclusion that the allegation of Sexual Assault against

Officer Choudri was unfounded. This memo noted, however, that the investigation did sustain misconduct charges of “*solicitation of a prostitute*” and “*association with a known criminal*”. The memo noted that S [REDACTED] A [REDACTED], A [REDACTED] B [REDACTED] and M [REDACTED] “V [REDACTED] N [REDACTED] all had prior criminal records. The Inspector’s memo was forwarded to the Police Board of Inquiry for action.

The Police Board of Inquiry (PBI), consisting of a Police Captain, a Police Lieutenant and a rank-and-file officer met on April 3, 2017 to hear this matter. The penalties to be considered ranged from a 20-day suspension to dismissal. All three members of the PBI found P/O Choudri guilty of both counts, and deserving a penalty of dismissal for these offenses.

On April 6, 2017, Police Commissioner Richard Ross concurred with the PBI recommendation, and ordered P/O Choudri to be dismissed from the Philadelphia Police Force. Thereafter the instant grievance was timely filed.

### **Analysis and Discussion**

As stated in the introduction of this Award, the issue to be decided herein is whether the City violated the terms of the collective bargaining agreement by discharging Police Officer Choudri.

In prior Arbitration Awards I have on occasion expressed concern as to the adequacy of certain investigations conducted by the Internal Affairs Division of the Philadelphia Police Department. In this instance, however, both the IAD and particularly the Special Victims Unit appear to have done an exemplary job of investigating the circumstances surrounding the (falsely) reported rape, and Officer Choudri’s involvement therein.

As this is a discharge case, the City has the burden of proof, and has provided a

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<sup>6</sup> Joint Exhibit 2, in evidence, also referred to as “the packet”.

mountain of evidence to support its contention that the Grievant, although not guilty of a sexual assault, otherwise violated established policy and was deserving of discipline, including discharge.

While the burden of proof specified by the collective bargaining agreement is “just cause” for discipline, in discharge cases this burden has previously been determined by Arbitrators Thomas G. McConnell, Jr. and Alan Symonette as being to a “*beyond a reasonable doubt*” standard. *FOP, Lodge 5 and the City of Philadelphia (Clarke)*, AAA Case No. 14 390 1611 06; *FOP, Lodge 5 and the City of Philadelphia (Kurowski)*, AAA Case No. 14 390 1372 98. In the past, I have utilized this “reasonable doubt” standard, and it is my intention to apply the “*beyond a reasonable doubt*” standard in the instant case.

Black’s Law Dictionary 161 (6<sup>th</sup> ed. 1990) defines “beyond a reasonable doubt” as “...fully satisfied, entirely convinced, satisfied to a moral certainty. This phrase is the equivalent of the words *clear, precise, and indubitable*.”

In the instant case, the City has indeed met its burden of proof. The evidence clearly established that the Grievant, Officer Choudri, violated Departmental Policy Directive Section 1-013-10, *conduct unbecoming*. I believe that Choudri knowingly engaged the services of a prostitute. I cannot fathom that a trained police officer working regular shifts in the Philadelphia Police Department did not realize that the two hundred dollars agreed to for “companionship” was really for prostitution; especially with the way the scenario played out

The Grievant’s decision to patronize the services of a prostitute resulted in a bogus rape allegation being made against him, which then cascaded into a larger police investigation. This investigation included among other things 911 emergency calls, the dispatch of multiple patrol officers, the canvassing of the neighborhood where the alleged rape took place, obtaining and serving search warrants for the alleged crime scene, forensic examinations, and exhaustive efforts to retrace the tracks of all of the involved parties on the day in question.

It could be argued that a bogus rape allegation could just have easily been made against Officer Choudri by *any* woman whom he encountered, even a woman met under the most wholesome of circumstances. However, Officer Choudri chose to utilize a website advertising the services of paid “escorts”, and this led him to people who have prior histories of prostitution offenses, making Officer Choudri more likely to become embroiled in the allegations he later confronted. This eventually involved the Philadelphia Police Department in a needless and an expensive investigation; a waste of valuable police resources.

Certain serious acts of misconduct, such as theft, striking a supervisor, serious safety violations, or gross insubordination warrant immediate discharge, without any interim steps. A lesser transgression, engaging the services of a prostitute(s), and fraternizing with these escorts, is also unacceptable conduct, especially for a police officer. What, therefore, is the appropriate penalty for Choudri’s conduct?

Under the terms of the labor agreement, such misconduct is subject to a range of punishment, with a minimum of 30 days suspension, but up to a summary discharge. Discharge was the discipline recommended by the Police Board of Inquiry and imposed by the Police Commissioner in the instant matter.

Discharge is the most extreme industrial penalty, and has been referred to as “industrial capital punishment”, or more recently as the equivalent of “permanent exile”.<sup>7</sup> Discharge abolishes the employment relationship, unlike a disciplinary suspension which is designed to improve it.<sup>8</sup> The issue herein then becomes a question of whether or not any other form of discipline, short of discharge, would be sufficient punishment for the Grievant’s misconduct,

When considering off-duty misconduct, in order to justify employer discipline, arbitrators have long required that there be a “nexus” between the misconduct and the

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<sup>7</sup> Schroeder, “Discharge: Is it Industrial Capital Punishment?” 37 Arb. J. No. 4, 65 (1982).

<sup>8</sup> Red Cross Blood Serv., 90 LA 393, 397 (Dworkin, 1988).

employer's legitimate interests. This "workplace nexus" requirement for discipline has been applied by arbitrators in both the private and public sector. To establish a nexus, three considerations are usually examined; has the conduct harmed the employer, has the conduct adversely affected the employee's ability to do his job, and has the misconduct lead to other employees refusing to work with the grievant.<sup>9</sup>

Turning to the facts of the instant case, there was no evidence that Officer Choudri's conduct was a source of tension or concern to other employees to the point that they refused to work with him. With respect to the consideration of harm to the Philadelphia Police Department, the events in question appear to have not been reported in any media outlet or social media outlet. There was simply no public dissemination of the facts of Officer Choudri's misconduct. This misconduct was not brought to light because of a Police Department "sting" operation, and occurred out of the public view. Thus, I cannot find that by his misconduct Officer Choudri diminished the image of the Police Department.

Finally comes the question of whether or not Officer Choudri's misconduct has affected his ability to do his job. Clearly Choudri violated his obligation to serve as a good example to the public at all times and to uphold the law. The off-duty misconduct in question does constitute a crime, albeit a misdemeanor. This is conduct for which members of the public are regularly arrested. Officer Choudri is fortunate that the District Attorney's office, in their discretion, chose not to prosecute him; especially since the Grievant's misconduct set into motion a whole chain of law enforcement investigations, at substantial expense to the taxpayers. Thus, I conclude that Officer Choudri's misconduct has to some degree affected his ability to do his job.

I have also considered the defense advanced by the Union that the Grievant, by virtue of his unconventional upbringing, and his asserted lack of social skills, had some sort of diminished capacity which prevented him from understanding the difference between companionship and sex for hire. Given that the Grievant was born in the

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<sup>9</sup> *Washington Federation of State Employees and The State of Washington DOC*, AAA # 75-390-00347-10, (2011)

United States, has resided here for his entire life, has completed some college in the field of Criminal Justice, and has undergone extensive police training, this argument fails to resonate with me.

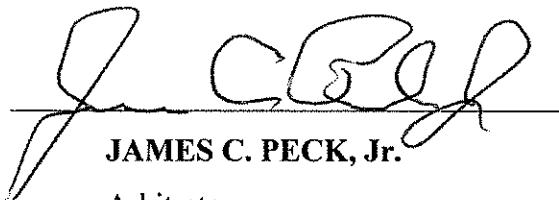
I note that the Grievant has requested leniency, has taken responsibility for his actions, has expressed remorse, and has cooperated fully with the underlying investigations by the Special Victims Unit and the Internal Affairs Division. He has also undergone [REDACTED] counseling. I adjudged his testimony at the Arbitration Hearing in this matter to be direct, forthright, and consistent with his prior statements to authorities.

In considering this matter, I am not convinced that Choudri, an otherwise acceptable employee with no other record of discipline, is beyond redemption, and that he must be cast aside solely because he exercised extremely poor judgment on October 29, 2016. I have therefore decided to mitigate Officer Choudri's discharge and convert it to a suspension, without back-pay. While I am converting Choudri's termination to a suspension, his discipline for his misconduct is substantial. He is losing many months of pay for his poor judgment.

## AWARD

Based on the evidence, and the discussion as set forth above, the undersigned makes the following award:

1. The grievance alleging that the Police Department violated the collective bargaining agreement by discharging Police Officer Hashaam M. Choudri is hereby SUSTAINED, except as otherwise provided.
2. The City of Philadelphia is hereby directed to reinstate Officer Choudri to his prior position.
3. Officer Choudri's time off is to be treated as a disciplinary suspension without pay.
4. This order directing reinstatement is subject to the application of all usual and customary re-employment requirements and testing procedures, such as fitness-for-duty physical examinations and screening for drug and alcohol abuse.



JAMES C. PECK, Jr.

Arbitrator

Wallingford, Pennsylvania

March 8, 2018